

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION at CINCINNATI**

**Debtor(s) Name** GARY M ARMSTRONG

**Case No.** 11-14433

**Debtor(s) Name** KIMBERLY A ARMSTRONG

**CHAPTER 13 PLAN (Form dated FEB.2011)**

**CHAPTER 13 PLAN**

**Debtors are eligible for discharge under Section 1328(f).**

**1. MEDIAN INCOME/PLAN PAYMENT/PAYROLL DEDUCTION**

**A. MEDIAN INCOME**

**ABOVE MEDIAN INCOME**     X    

Current monthly income (CMI) minus means test expenses (IRS amounts) = Disposable income (D/I)

D/I (line 59 of the means test)

\$ (513.66) TIMES 60 = \$ (30,819.60)

**B. PLAN PAYMENT**

The debtor(s) shall pay to the Trustee all projected disposable income in the amount of \$ 2250.00 each month for 21 months, payment will then increase to \$2473.00 for 6 months, payment will then increase to \$2518.00 for 12 months, payment will then increase to \$2715.00 for 5 months, then payment will increase to \$2826.00 for the remainder of the plan but not to exceed five (5) years.

Any shortage of amount necessary to fund plan will be made up by contribution excess tax refund to the plan.

If the case is determined to be "under 36 months" the Trustee will serve a notice upon debtor and counsel and increase the percentage.

Unless the allowed unsecured claims are paid at 100%, the total plan payments shall not be less than the sum of 36 months of confirmed monthly plan payments.

This provision does not prohibit the Debtor(s) from prepaying the plan before 36 or 60 months of plan payments.

**C. PERCENTAGE: UNSECURED CLAIM PERCENTAGE AND/OR POT AMOUNT  
CHOOSE ONE: (X)**

X This is a percentage plan. The percentage is 2%.

The liquidation percentage for this plan is 0% and Trustee will pay this amount at a minimum or the disposable income amount, whichever is greater.

Liquidation percentage per 11 U.S.C. section 1325(a)(4)  
(Equity) \$ 00.00 divided by (unsecured debt) \$ 48,455.00 equals (Liquidation  
plan percentage) 0%. (Note to Counsel: Add amount from means test into this  
equation if it is a positive amount.)

**D. PAYROLL DEDUCTION**

The first payment is due 30 days after the date of the filing of the plan or the order for relief  
whichever is earlier, unless the court orders otherwise. 11 U.S.C. section 1326 (a)(1).

The employer shall make deductions from employee's wages and send deductions to the Chapter 13  
Trustee.

Employer is: (Name of Employer)  
Procter & Gamble

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Until the payroll order begins debtors(s) MUST make payments by certified check or money order  
to:

Office of the Trustee  
P.O. Box 290  
Memphis, TN 38101-0290

Debtor(s)' full name, case number and address must be on all certified checks or money orders.

If Debtor(s) are employed, Debtor(s)' Counsel has uploaded an Order for payroll with the filing of  
this Chapter 13. Debtor(s) MUST VERIFY with their payroll that funds have actually been sent.

**2. EFFECTIVE DATE OF PLAN and VESTING OF PROPERTY OF THE ESTATE**

The effective date of the Plan shall be the date of confirmation of the Plan.

Title to the debtor(s)' property shall revert in the Debtor(s) upon confirmation of the Plan; provided,  
however, Debtor(s) may not sell any property, real or personal, except upon application to the  
Trustee or motion to the Court as specified in Local Bankruptcy Rule 6004-1.

### **3. FILING OF PROOF OF CLAIM/ALLOWANCE AND PAYMENT OF CLAIMS PRIORITY PAYMENTS**

Payment shall not be made on any claim unless a proof of claim is filed with the Clerk of the Bankruptcy Court, or the Court issues an order. See Fed. R. Bankr. P. 3002(c).

The Trustee is authorized within her discretion to calculate the amount and timing of distributions as is administratively efficient.

All priority creditors under 11 USC Section 507 shall be paid in full in deferred cash payments.

### **4. ATTORNEY FEES:**

The Trustee shall pay Attorney fees pursuant to filed application for fees and order of the Court.

Counsel will be paid a lump sum payment of all funds held by the Trustee at confirmation minus any adequate protection payments, mortgage conduit payments, lease payments, or Trustee fees and then \$ 100.00 (suggested amount is \$100 to \$200) every month until the attorney fee is paid.

After payment of attorney fees is completed, the additional funds will flow to secured and priority creditors. If monthly secured and priority payments exceed plan payment, attorney fees will be reduced.

### **5. ADEQUATE PROTECTION PLAN DISBURSEMENTS -**

Debtor(s) shall pay adequate protection payments and/or lease payments specified in 11 U.S.C. section 1326(a)(1)(B) and (C) and as scheduled in the plan to the Chapter 13 Trustee. If the case is dismissed or converted, the Chapter 13 Trustee shall pay these adequate protection payments to the creditor.

**The Trustee shall make these adequate protection disbursements with the first payment after confirmation. The creditor must file a proof of claim. Trustee suggests 1.5% of retail.**

Creditor	Monthly Payment	Proposed Amount of Allowed Secured Claim
1. <u>Cinti Police Federal Credit Union</u>	<u>\$ 100.00</u>	<u>\$21,825.71</u>

To the extent that this paragraph duplicates paragraphs 7 & 8, monthly payments proposed for secured claims in paragraphs 7 & 8 supplant these monthly adequate protection payments.

**6. SECURED CLAIMS 1325 (a)(5)(B)(ii)**

Secured creditors shall retain their security interest in the collateral until payment of the entire underlying debt or entry of discharge, whichever occurs first. When these conditions have been fulfilled, creditor must transfer the title to any collateral pursuant to non-Bankruptcy law within thirty (30) days.

Holders of secured claims shall be paid provided that such priorities may be amended by the Court at or after the confirmation hearing, and that holders of secured claims will be given priority as set forth herein over holders of unsecured claims.

**7. PMSI/Automobiles: 910 days and non-cram down personal property**

Debtor(s) incurred the following debt on an automobile within 910 days of filing or debtor(s) incurred this debt for a PMSI within one year of filing.

Creditor	Monthly Payment	Proposed Amount of Allowed Secured Claim
1. <u>Cinti Police Federal Credit Union</u>	<u>\$100.00</u>	<u>\$21,825.71</u>
2. <u>HSBC/Best Buy</u>	<u>\$20.00</u>	<u>\$1034.00</u> (remainder is part of cram-down)

**8. VALUATION: (Cramdown)**

NONE

**9. DOMESTIC SUPPORT OBLIGATION: 101(14A); 1325(a)(8); 1302(d)(1); 1302(b)(6);****A. CHOOSE ONE –**

X This section is not applicable.

#### 10. PLAN DISBURSEMENTS - DEFAULT PAYMENTS "INSIDE THE PLAN"

Debtor(s) proposes to cure defaults to the following creditors by payment of the following monthly payments by the Trustee:

Creditor	Monthly Payment	Amount of Default to be cured	Interest Paid Y/N
1. <u>Bank of America</u>	<u>\$75.00</u>	<u>\$3500.00</u>	<u>N</u>
2. <u>Green Tree</u>	<u>\$20.00</u>	<u>\$400.00</u>	<u>N</u>

#### Arrearage claim

Mortgage arrearage claims involving mortgages that were entered into after October 22, 1994 shall not be paid interest.

Unless modification of creditor(s)' rights is specified in the Plan, the debtor(s)' statement of the arrearage(s) under this paragraph shall be considered estimates, and the Trustee shall schedule the claims in the amount(s) set forth in the creditor(s)' respective Proofs of Claim (subject to debtor(s)' objections thereto).

#### 11. MORTGAGE CLAIMS

##### Regular mortgage payment

If the Trustee is paying the "regular" mortgage payment, any proof of claim must specify the arrearage amount and the principal amount. Also, the holder of the mortgage shall file an amended proof of claim for any changes in the required periodic mortgage payments during the life of the Plan; and the Plan will be deemed to have been modified and the Trustee will disburse the mortgage payments according to the amended proof of claim.

Creditor	Monthly Payment	Payment Begin Date
1. <u>Bank of America</u>	<u>\$1530.37</u>	<u>August 2011</u>
2. <u>Green Tree</u>	<u>\$318.54</u>	<u>August 2011</u>

Interest should not be paid on this monthly payment.

**12. CREDITORS PAID DIRECTLY AND NOT BY THE CHAPTER 13 TRUSTEE** Creditors who will be paid directly by the Debtor(s) and not through the Trustee are:

Creditor	Monthly Payment	Payment Begin Date
1. <u>SST</u>	<u>\$233.00</u>	<u>Continue regular payment</u>
2. <u>Verizon</u>	<u>\$130.00</u>	<u>Continue regular payment</u>
3. <u>Dish Network</u>	<u>\$87.00</u>	<u>Continue regular payment</u>

**13. EXECUTORY CONTRACTS IF APPLICABLE**

See Statement of Executory Contracts, Schedule G.

Creditor	Monthly Payment	Payment Begin Date	Assume/Reject
1. <u>Verizon</u>	<u>\$130.00</u>	<u>Continue</u>	<u>Assume</u>
2. <u>Dish Network</u>	<u>\$87.00</u>	<u>Continue</u>	<u>Assume</u>

**14. POST-PETITION CLAIMS and/or ADDITIONAL CREDITORS**

Post petition claims which are allowed and upon which creditors file a claim shall be paid the same percentage as prepetition claims, which shall represent payment in full to the creditor, unless the Court orders otherwise. Debtor(s) may file a motion to remove or add any creditor to the Plan.

**15. INTEREST RATE**

Secured claims shall be paid interest at the annual percentage rate listed herein based upon a declining monthly balance on the amount of the allowed secured claim in an amount of 4%. This interest shall be paid as a part of payments shown as the monthly payment. (See In re Till)

**16. PERSONAL INJURY CLAIMS, WORKERS COMPENSATION CLAIMS, SOCIAL SECURITY CLAIMS, AND MISCELLANEOUS CLAIMS OF THE DEBTOR(S)**

The Debtor(s) shall keep the Trustee informed as to any change in status of any claims for personal injury, workers compensation, social security or any other claim to which Debtor may be entitled. Before the claim can be settled and distributed, the Debtor must comply with all requirements for filing applications and motions for settlement with the Court as required by the Bankruptcy Code and Local Rules. These funds shall be treated as additional plan payments or as the Court so otherwise orders. The Debtor(s)' case will not be complete until the claim has been settled and shall remain open for administration purposes until the claims has been paid into the plan or the Court so otherwise orders.

## **17. TAX RETURNS AND REFUNDS**

Debtor(s) must file tax returns every year that they are in the Chapter 13 plan unless exempt by IRS statutes. Any refund above \$800 for a single tax return and \$1600 for a joint tax return must be turned over to the Chapter 13 Trustee unless otherwise ordered by the Court. Debtor(s) may file a motion to retain if the funds are necessary for their maintenance and support.

## **18. TRANSFERRED CLAIMS**

If any creditor has transferred its claim by assignment or otherwise, the underlying debt shall be discharged as to the transferor and the transferee upon the completion of the Plan through discharge. See Fed. R. Bankr. P. 3001(e)(2).

## **19. SALE OF REAL ESTATE and/or APPLICATION TO INCUR DEBT FOR REFINANCING**

Sale or refinancing of real estate must occur per the Local Bankruptcy Rules. The Trustee must be served with a copy of the closing statement one day before the closing.

## **20. CASUALTY LOSS INSURANCE PROCEEDS**

All insurance proceeds must be turned over to the Trustee unless the debtor(s)' Counsel files a motion to retain proceeds.

### **Substitution of Collateral**

If a motor vehicle is substantially damaged while there is still an unpaid claim which is secured by the vehicle, the debtor shall have the option of using the insurance proceeds to either repair the vehicle, pay off the balance of the secured claims if the secured creditor is a named loss payee on the policy, or **MOVE** to substitute collateral by purchasing a replacement vehicle.

If a replacement vehicle is purchased, the vehicle shall have a value not less than the balance of the unpaid secured claim, the creditor's lien will be transferred to the replacement vehicle and the Trustee will continue to pay the secured claim.

## **21. STUDENT LOANS**

### **CHOOSE ONE**

  X   This section is not applicable.

## **22. SURRENDER OF COLLATERAL**

If the Plan provides for surrender of collateral to a secured creditor, the Trustee will not schedule the affected creditor's secured claim for payment until the claim is amended to set forth an unsecured deficiency after disposition of the collateral.

Upon confirmation of the Plan, any stay created by the filing of the petition pursuant to 11 U.S.C. Section 362 shall be deemed modified to allow *in rem* disposition of the collateral to effect the surrender.

Affected creditors are not barred by this provision from seeking pre-confirmation modification of the stay.

**23. DISCHARGE - 11 U.S.C. Section 1328**  
**CHOOSE ONE**

X Debtor(s) shall receive a discharge when all applicable requirements of 11 U.S.C. Section 1328 have been fulfilled.

**24. AUTOMATIC STAY: Indicate if motion has been filed.**  
**CHOOSE ONE:**

X Stay is in effect as to all property of the estate unless this plan indicates otherwise.

**25. CO-SIGNERS**

Creditors who have co-signers, co-makers, or guarantors, from whom they are enjoined from collection under 11 USC Section 1301, and which co-signers, co-makers, or guarantors are not also Chapter 13 debtors may be separately classified. Such creditors may file their claims, including all of the contractual interest that is due or which will become due during the Plan.

NONE

See Schedule H. Payment of the amount specified in the proof of claim shall constitute full payment of the debt as to the debtor(s) and any co-signer, co-maker or guarantor.

**26. DEFAULT AND WAIVER**

Any default of the debtor that is not proposed to be cured in the plan herein is deemed waived by the confirmation of the plan.

**27. MODIFICATION**

After opportunity for hearing and upon such notice as the Court may designate, if it appears that the circumstances of the debtor(s) so require, the Court may, at the confirmation hearing or during the operation of the Plan, increase or decrease the amount of payments to be paid by the debtor or to be paid as a priority payment to any creditor, or may extend or reduce the time for such payments.

After confirmation, debtor(s) must file a motion to modify and attach an amended plan.



## **28. NOTICES**

Notice to all parties shall be made by regular mail or electronically.

## **29. CONFIRMATION**

The confirmation of the Plan shall constitute a finding by the Court that there is good cause to extend the Plan beyond the applicable commitment period under 11 U.S.C. Section 1325(b)(4), if the Plan calls for an extension beyond that period, and that the Plan was filed by the debtor(s) in good faith and it is the Debtor(s)' best effort. All conditions of 11 U.S.C. section 521 have been fulfilled or the debtor(s) have requested an order from the Court.

## **30. ADDITIONAL PROVISIONS PERTAINING TO THE DEBTOR(S)**

**This plan is the standard plan for Cincinnati. If you use it, any deviation there from should be noted in this Paragraph 30.**

Additional provisions may also be included here.

## **STANDARD LANGUAGE FOR ALL PLANS WITH REAL ESTATE MORTGAGES**

**If at any time during this plan a mortgage holder obtains relief from stay on the real estate located at 7105 S Dwyer Road, Okeana, OH 45053, the Chapter 13 Trustee shall discontinue all payments to movant and all other lienholders on their claims under the Chapter 13 plan filed by debtor(s). Movant is directed to file a report of sale promptly following liquidation of the subject property if any excess proceeds are received. Should movant or any other lienholder seek to file seek any unsecured deficiency claim, it shall do so no later than 270 days after the order on relief is entered. Said claims shall then be considered "provided for by the plan" pursuant to 11 U.S.C. §1328. If no deficiency claim(s) is filed, then the balance is deemed discharged upon completion of the chapter 13 plan and entry of discharge.**

Respectfully Submitted,

/s/ Nancy V Jacob

Nancy V Jacob, 0039205

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I declare under penalty of perjury that the information in this plan is true and correct.

/s/ Gary Armstrong  
Debtor

Date 7/19/11

/s/ Kimberly Armstrong  
Debtor